

1 BILL NO. S-87-04- 17

2 SPECIAL ORDINANCE NO. S- 77-87

3 AN ORDINANCE approving the Contract
4 for Resolution 6078-87, French
5 Avenue, between Gaines Construction
6 Company, and the City of Fort Wayne,
7 Indiana, in connection with the
8 Board of Public Works and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the Contract for Resolution 6078-87,
12 French Avenue, by and between Gaines Construction Company and
13 the City of Fort Wayne, Indiana, in connection with the Board
14 of Public Works and Safety, for:

15 the improvement of French Avenue
16 between Hoagland Avenue and Webster
17 Street by constructing new curbface
18 walks both sides, and installing
19 new street lights, North side only.
20 This is a Barrett Law Revolving
21 Improvement project;

22 the Contract price is Twenty-Six Thousand One Hundred Eighty
23 and 40/100 Dollars (\$26,180.40), all as more particularly set
24 forth in said Contract, which is on file in the Office of the
25 Board of Public Works and Safety and, is by reference incorporated
26 herein, made a part hereof, and is hereby in all things ratified,
27 confirmed and approved. Two (2) copies of said Contract are
28 on file with the Office of the City Clerk and made available
29 for public inspection, according to law.

30 SECTION 2. That this Ordinance shall be in full force
31 and effect from and after its passage and any and all necessary
32 approval by the Mayor.

33 Samuel J. Talarico
Councilmember

34 APPROVED AS TO FORM
35 AND LEGALITY

36 Bruce O. Boxberger
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico
seconded by Henry, and duly adopted, read the second time
by title and referred to the Committee Public Works (and the Ci
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Way
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock _____ .M., E

DATE: 4-14-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico
seconded by Estab, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 4-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-77-87
on the 28th day of April, 1987,

ATTEST:

Sandra E. Kennedy

(SEAL)

Mark E. G. Quinto
PRESIDING OFFICER

SANDRA E. KENNEDY, CITY CLERK

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 29th day of April, 1987,
at the hour of 11:30 o'clock 07 .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of May,
1987, at the hour of 400 o'clock P .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

(Non-Federally Assisted Construction)

PROJECT: FRENCH AVENUE

RESOLUTION #

6078-87

(BARRETT LAW)

CONTENTS

Check if contained	Pages	
	1	Cover Sheet
X	II - 19	Instruction to Bidders
X	SI	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings (If Applicable)
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Non-Collusion Affidavit			
X		Bidder's Bond			
X		Performance Bond			
X		Sworn Experience Questionnaire			
X		Plan and Equipment Questionnaire			
X		Contractor Financial Statement 96-A			
X		Certificate in Lieu of Financial Statement			
X		Prevailing Wage Scale - State of Indiana			
X		Payment Bond			
X		Warranty Bond			
X		Barricade Information			
X		Certification Bidder/Vendor - Anti-apartheid			
Discount for prompt payment		10 Calendar Days	20 Calendar Days	30 Calendar Days	Other
		_____	_____	_____	_____
Acknowledgement of Amendments (See General Provisions Clause)		Amendment No.	Date	Amendment No.	Date

BID SUBMITTED

Contractor Gaines Const Co Inc
By Henry Gair
Its V Pres
Offer Date Mar 25 1987

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance: J. Adams

O.C. 12/84

B.O.W. Non-Fed. *Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works and Safety

[Signature]
[Signature]

City of Fort Wayne
Mayor [Signature]

Award Date 4-1-87

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

March 4, 1987
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 25th day of March, 1987, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

to improve French Avenue between Hoagland Avenue and Webster Street
by constructing new curbface walk both sides, and installing new street
lights, North side only.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Pregualification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ----- percent (---%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- ☐ (a) Non-Collusion Affidavit
- ☐ (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. MBE The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
100 %.

For WBE specify percentage of women ownership
____ %.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have 100 % participation (employees) 100 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm MBE %. (cross out inapplicable provision)

- C. The undersigned commits _____ % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1.		
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Catherine Beckum Hanna		Thuckins
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Gain Const
By Henry Gaines
Its V. Pres.

Contractor Gains Const
By Henry Gaines
Its V. Pres.

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor Haines
By Henry Haines
Its V-Pres.

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- ☐ A. Payment Bond. In the amount of payment to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows:

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

Resolution # 6078-87 French Avenue

All work will be performed in accordance with: Resolution # 6078-87 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 26,780.40. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 7/15/87 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 7/15/87 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 7/15/87 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802
board of public works

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

Gentlemen:

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Works that the third truck Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain all necessary barricades. The City makes reference to The Indiana Manual on Uniform Traffic Devices for Highway Construction and Maintenance Operations; Indiana State Highway Commission --- date, 1975.

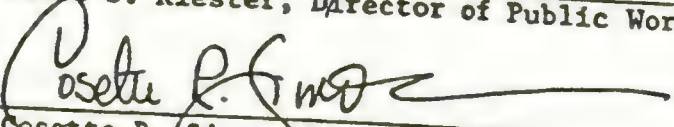
Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

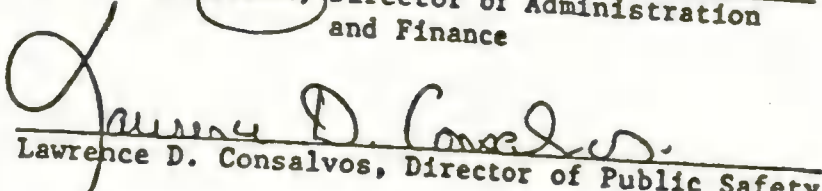
Effective January 1, 1978, a form will be included in bid documents requiring contractor to list name(s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS AND SAFETY


David J. Kiester, Director of Public Works


Cosette R. Simon, Director of Administration
and Finance


Lawrence D. Consalvos, Director of Public Safety

5800

Permit No. _____

Name of Street _____

Township _____

Addition _____

To the FORT WAYNE BOARD OF PUBLIC WORKS
Fort Wayne, Indiana

I hereby make application for a PERMIT to cut into the right of way at

LOCATION: _____

TYPE OF SURFACE where the cut is to be made is _____

NATURE OF OPENING TO BE MADE: The opening to be made will be _____ feet long in right of way, and _____ feet long on road surface by _____ feet wide, and _____ feet deep.

PURPOSE OF OPENING: _____

CHARGE: Enclosed please find my certified check for _____ (\$ _____ Dollars).
ESTIMATED COST OF LABOR AND MATERIALS TO RESTORE THE CITY PROPERTY CUT INTO OR DAMAGED BY THE
APPLICANT TO CONDITIONS: AS SPECIFIED BY CURRENT STREET ENGINEERING SPECIFICATIONS
(\$ _____) DOLLARS.

MAINTENANCE BOND: A maintenance bond will be required on each permit which will be one hundred percent (100%) of the estimated cost of labor and materials to restore the city property cut into or damaged by the applicant to its conditions as stated above which is to remain in effect for a period of one year from the date of completion of the proposed work, said date being established by the Fort Wayne Permit Engineer upon notification of completion of said work.

I agree:

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavements, existing structures, existing right of way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights in accordance with the manual on Uniform Traffic Control Devices for Streets and Highways required to safely direct traffic over or around the part of the street where the above described work is to be done so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or street improvements necessitate and when requested to do so by the Fort Wayne Permit Engineer.

To assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work contemplated in this application;

Final restoration of city property cut into or damaged, including said street and lateral cuts by applicant must be restored to conditions as specified by current street Engineering specifications within five (5) days after backfilling of cut unless prior approval is acquired from Permit Engineer.

GRANT OF PERMIT TO CUT INTO CITY RIGHT OF WAY

The Fort Wayne Permit Engineer hereby grants to _____ a permit to cut into the Fort Wayne Street right of way described herein, and condition that said applicant file with the Fort Wayne Board of Public Works a Maintenance Bond in the amount of \$ _____.

This permit shall expire one year from the date of application unless actual work has begun on the above mentioned location. The applicant, on presentation of this permit, may renew this permit, upon furnishing the Fort Wayne Permit Engineer with an up-to-date estimate of the cost of restoration as provided hereinabove. THIS PERMIT IS NOT EFFECTIVE UNTIL THE ABOVE DESCRIBED BOND IS FILED.

If any person shall perform construction of any type within the city right of way or damage any city street without first obtaining a permit therefor and filing with the Fort Wayne Permit Engineer, a bond, as provided hereinabove, such person shall be guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Three Hundred Dollars (\$300.00) for each offense.

Name of Applicant: _____

Signature of Applicant _____

Address _____ Zip Code _____

Telephone _____

DATE APPROVED _____

PROVED:

Notice is hereby given that any parking revenues lost to the City which results from the restriction or removal of on-street parking will be charged to the holder of this permit.
BOARD OF PUBLIC WORKS.

FORT WAYNE PERMIT ENGINEER

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME

TELEPHONE NUMBER

Gaines Const Co Inc

4837280

Garns Const
Contractor

Resolution Number

6078-87

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Gaines Const
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Gaines Const
_____, that Gaines Const
_____ does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 25 day of Mar, 1987

Gaines Const Co Inc.
(Name of Bidder/Vendor)

Henry Gaines V-Pres.
(Name and Title of Person Signing)

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and

James C. St.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

James C. St.

J. C. St.

Subscribed and sworn to before me by
this 24th day of March

Henry Spores

, 19 27.

My Commission Expires:

2-2-90

Richard A. Brown

Notary Public

Resident of Allen County, IN

Subscribed and sworn to before me by
this _____ day of _____, 19 _____.

My Commission Expires:

Notary Public

Resident of _____ County, IN

Subscribed and sworn to before me by
this _____ day of _____, 19 _____.

My Commission Expires:

Notary Public

Resident of _____ County, IN

Contract No.

BOND NO. MI 0011275

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gaines Construction Co., Inc.

as PRINCIPAL, (hereinafter called the Principal), and Credit General Insurance Company
a corporation duly organized under the State of Ohio and authorized to transact
a general surety business in the State of Ind. as SURETY, (hereinafter called the Surety), are held firmly bound unto:
City of Fort Wayne, Indiana

as OBLIGEE, (hereinafter called the Oblige), in the sum equal to 5 % of the accompanying bid of the Principal, not,
however, in excess of One Thousand Five Hundred & no/100***** dollars,
(\$ 1,500.00***), for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit to the
Oblige a proposal or bid, dated on or about the date mentioned below, for: (1) the performance of the designated work, or
(2) the furnishing of the specified goods, supplies or products, to-wit:

Replacing curbs and sidewalks Resolution # 6078-87
French Avenue

NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but shall
duly make and enter into a written contract with the Oblige, in accordance with the terms of said proposal or bid, or any
amendment thereof acceptable to the Principal, within the time permitted therefor after such contract forms are presented to
the Principal for execution, should the Oblige award the Principal the said work or contract, or any part thereof; and if the
Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials going
thereinto, as in the specifications or contracts provided; or if the Principal shall, in case of failure so to do, pay to the Oblige
the damages which the Oblige shall have actually suffered by reason of such failure, not exceeding the penal sum of this
bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

PROVIDED, HOWEVER, that no action shall lie, or claim be enforced hereunder, unless the award on the basis of said bid
shall have been made within thirty (30) days after the formal opening of said bid, or within the time specified within the bid
provisions, whichever time shall be greater, and unless the Oblige hereunder shall give notice to Surety of said award at the
time of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been commenced
within six (6) months from the date of the formal opening of said bid.

PROVIDED, always, that this Bond shall not be valid and binding upon the Surety unless accompanied by a Certified Copy
of a Power of Attorney authorizing the undersigned Attorney-in-Fact to execute such a bond, the Serial Number upon which
Copy of Power of Attorney shall correspond with the Bond Number set out above.

Signed, sealed, and dated this 25th day of March 19 87

Gaines Construction Company, Inc.
BY *Derry Gaines* Principal
Credit General Insurance Company

BY *Jerry Bey* Attorney-in-Fact
Jerry Bey

CREDIT GENERAL INSURANCE COMPANY

SPRINGFIELD, OHIO

POWER OF ATTORNEY — FOR BID BONDS ONLY

PRINCIPAL Gaines Construction Co., Inc. EFFECTIVE DATE March 25, 1987

CONTRACT AMOUNT _____ AMOUNT OF BOND \$ 1,500.00

POWER NO. MI 0011275

KNOW ALL MEN BY THESE PRESENTS: That the Credit General Insurance Company, a Corporation in the State of Ohio, having its home office at One South Limestone Street, Springfield, Ohio 45501, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 16th day of May, 1984, to wit:

"Resolved, that any two officers of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time.

Be It Further Resolved, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

does hereby make, constitute and appoint

Jerry Bey

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The obligation of the Company shall not exceed two hundred thousand (\$200,000.00) dollars.

And to bind Credit General Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Credit General Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Credit General Insurance Company has caused these presents to be signed by two officers of the Company and its Corporate Seal to be hereto affixed.

CREDIT GENERAL INSURANCE COMPANY



Notary Public)
State of Ohio) SS:

On this 16th day of May, 1984, before the subscriber, a Notary Public of the State of Ohio duly commissioned and qualified, came Forrest J. Curtin and David F. Hutchinson of the Credit General Insurance Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Springfield, Ohio, the day and year above written.



State of Ohio) SS:

I, the undersigned, Secretary of CREDIT GENERAL INSURANCE COMPANY, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, as set forth in the Certificate of Authority, is now in force.

Signed and Sealed at the Home Office of the Company, in Ohio. Dated this 25th day of March A.D., 19 87



Sharon L. Gulvas
Notary Public
SHARON L. GULVAS
NOTARY PUBLIC, State of Ohio
My Commission Expires January 16, 1987

L.K. Hill
L.K. Hill, Secretary

Note: Contractor will be paid on measured quantities only at unit price bid

BIDDER:

HIPSKIND CONC.

% over	0.00%	% over	10.06%
% under	17.56%	% under	0.00%

75.00
Admn. Appr.

TITLE OF ORDINANCE Contract for Improvement Res. #6078-87, French Ave.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety 0-87-04-17

SYNOPSIS OF ORDINANCE The Contract for Res. 6078-87, is for the improvement
of French Avenue between Hoagland Avenue & Webster Street by con-
structing new curbface walks both sides, and installing new street
lights, North side only. This is a Barrett Law Revolving Improve-
ment project. Gaines Construction Company is the contractor.

EFFECT OF PASSAGE Improvement of the above area.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$26,180.40

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-04-17

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract
for Resolution 6078-87, French Avenue, between Gaines
Contruction Company, and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)X

YES

NO

Samuel J. Talarico SAMUEL J. TALARICO
CHAIRMAN

Janet G. Bradbury JANET G. BRADBURY
VICE CHAIRPERSON

Paul M. Burns PAUL M. BURNS

James S. Stier JAMES S. STIER

Charles B. Redd CHARLES B. REDD

CONCURRED IN 4-28-87

SANDRA E. KENNEDY
CITY CLERK